

08-18-2006

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



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103293949

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Wieland Heart LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) July 14, 2006

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☒ Other License, Patent, Exclusive

**2. Name and address of receiving party(ies)**

Name: Heartag Inc.

Internal Address: Kurt H. Wieland, President

Street Address: 302 Woodland Hills Dr

City: Escondido

State: CA

Country: San Diego Zip: 92029-6810

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

United States Patent 6,048,369  
Centrifugal blood pump apparatus

United States Patent 6,443,983 B1  
Centrifugal blood pump apparatus

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Kurt H. Wieland, President

Internal Address: \_\_\_\_\_

Street Address: 302 Woodland Hills Dr

City: Escondido

State: CA Zip: 92029-6810

Phone Number: 760 489-0986

Fax Number: 760 735-5895

Email Address: kurt.wieland@msn.com

**6. Total number of applications and patents involved: 2**

- 7. Total fee (37 CFR 1.21(h) & 3.41) \$ \$800**
- ☒ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers 0108  
Expiration Date 10/08

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** Kurt H. Wieland

Signature

August 9, 2006  
Date

Kurt H. Wieland

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

09/14/2006 DBYRNE 00000001 6048369

01 FC:8021

80.00 DP

PATENT OWNERS AGREEMENT  
WIELAND HEART LLC

ASSIGNMENT OF PATENT OWNERSHIP

For valuable consideration, Kurt Wieland ("Wieland"), co-inventor of the Patents abstracted in Exhibit 1 attached to this assignment hereby assigns his entire right, title and interest in the inventions and patents to Wieland Heart LLC. ("Heart" or Assignee).

Wieland agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements. Wieland agrees to perform all affirmative acts which may be necessary to obtain a grant of a valid United States patent to the Assignee.

The Wieland hereby authorizes and requests the Commissioner of Patents to issue any and all Letters Patent of the United States resulting from said application or any division or divisions or continuing or reissue applications thereof to Assignee, as Assignee of the entire interest, and hereby covenants that he has full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreement in conflict herewith.

Wieland hereby grants to the law firm retained by HEART the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office for recordation of this document.

Date 7/05/2006

Kurt H. Wieland  
KURT H. Wieland  
Name of Inventor

Patent Inventor Assignment

**Richard M. Radosh  
Attorney at Law**

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P.O. Box 235557  
Encinitas, CA 92023-5557  
(760) 942-3260  
(760) 942-3267

July 24, 2006

Mr. Kurt Wieland  
302 Woodland Dr.  
Escondido, CA 92029

RE: Patent License Agreement

Dear Kurt:

You asked me to prepare an executive summary of the patent license agreement between Wieland Heart LLC and Heartag, Inc. The purpose of the Agreement is to give Heartag exclusive rights to research, develop, and market products based on the patents.

The key provisions of the Agreement are as follows:

Section 1: Identifies the parties to the contract.

Section 2: Defines important terms which appear throughout the agreement.

Section 3: Wieland Heart LLC licenses its entire interest in the patents to Heartag, Inc., and promises that it hasn't previously sold or pledged the patent licensing rights to anybody, else.

Section 4: Describes the rights licensed to Heartag, Inc. which include usage for research, and Heartag's power to transfer or sub-license the rights to affiliates or other companies.

Section 5: Sets the amounts, due dates, and reporting requirements for royalties and any other payments that Heartag is obligated to make to Wieland Heart LLC.

Section 6: Defines the circumstances under which the Agreement will be or may be terminated by the parties.

Section 7: Heartag agrees that it is obligated at its own expense to enforce the patents upon discovery of infringement. Wieland Heart LLC reserves the right to enforce the patents if Heartag fails to act within 6 months after learning about substantial infringement. The parties agree to cooperate with Heartag in any enforcement actions.

Sections 8: Requires Wieland Hearts advance consent to any assignment of the patent license.

Sections 9: Heartag is obligated to mark all products with patent notice.

Kurt Weiland  
August 11, 2006  
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Sections 10: Heartag agrees to indemnify, including costs of defense, Wieland Heart from all claims by any person arising from Heartag's use of the patents. Heartag agrees to obtain at least \$2 million of general liability insurance with Wieland Heart as an insured as soon as Heartag distributes or sells any licensed product, and continuing until five years after termination of the patent license.

Sections 11: Heartag agrees to obtain advanced written consent before using Wieland Heart's name.

Sections 12: The parties mutually agree to keep secret any confidential information they may obtain from each other and only use the information for purposes permitted by this Agreement. These obligations pertaining to confidential information will remain in full force and effect until three years after termination of the agreement.

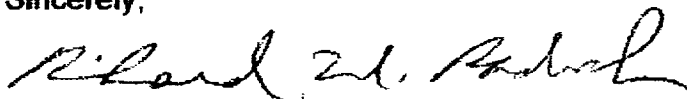
Sections 13: If any new patentable discoveries or products arise from the licensed activities, Wieland Heart will apply for the patents, and Heartag will pay the application costs.

Section 14: The parties agree that any disputes under the agreement will be mediated before any other form of dispute resolution. If mediation fails, and arbitration is selected for dispute resolution, there shall be a panel of 3 arbitrators who are knowledgeable in the evaluation of medical and pharmaceutical research and technology.

Section 15: Standard contract terms to help prevent disputes about the meaning of the Agreement.

I hope this helps to clarify the provisions of the Agreement. Please call me if you have any questions.

Sincerely,



Electronic signature

Richard M. Radosh

PATENT RIGHTS

1. United States Patent 6,443,983: Centrifugal blood pump apparatus

**Abstract:** A centrifugal impeller-type pump for transporting blood has a new and improved design in the impeller, to allow for the elimination of stagnant flow areas, and a geometrical design that minimizes damage to the blood components. A system for controlling and stabilizing the speed of centrifugal-type pumps used in a human cardiovascular system is also provided. Further provided are methods of corrosion protection and enhancing thromboresistance, rejection of waste heat, and methods to connect the artificial heart to the cardiovascular system as a Left Ventricle Assist Device (LVAD) and as a Total Artificial Heart (TAH).

**Inventors:** Nagyszalanczy; Lorant (15004 Greenleaf St., Sherman Oaks, CA 91403); Wieland; Kurt H. (29811 Disney La., Vista, CA 92084-1225); Lemay; Dan (2514 Wilt Rd., Fallbrook, CA 92028); Spicer; Norman E. (77-570 Woodhaven Dr. North, Palm Desert, CA 92211); Sternlieb; Jack (13 Clancy La., Rancho Mirage, CA 92270)

2. United States Patent 6,048,363: Centrifugal blood pump apparatus

**Abstract:** A centrifugal impeller-type pump for transporting blood has a new and improved design in the impeller, to allow for the elimination of stagnant flow areas, and a geometrical design that minimizes damage to the blood components. A system for controlling and stabilizing the speed of centrifugal-type pumps used in a human cardiovascular system is also provided. Further provided are methods of corrosion protection and enhancing thromboresistance, rejection of waste heat, and methods to connect the artificial heart to the cardiovascular system as a Left Ventricle Assist Device (LVAD) and as a Total Artificial Heart (TAH).


**Inventors:** Nagyszalanczy; Lorant (15004 Greenleaf St., Sherman Oaks, CA 91403); Wieland; Kurt H. (29811 Disney La., Vista, CA 92084-1225); Lemay; Dan (2514 Wilt Rd., Fallbrook, CA 92028); Spicer; Norman E. (77-570 Woodhaven Dr. North, Palm Desert, CA 92211); Sternlieb; Jack (13 Clancy La., Rancho Mirage, CA 92270)

**ACKNOWLEDGMENTS:**

STATE OF CALIFORNIA   )  
                                  ) SS:  
COUNTY OF SAN DIEGO )

On July 6th, 2006, before me, a Notary Public in and for said County and State, personally appeared Kurt Wieland, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public in and for said  
County and State



Patent Inventor Assignment  
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